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12 BANK OF AMERICA, N.A. as successor by merger to BAC HOME LOANS SERVICING,
13 L.P. and BANK OF AMERICA CORPORATION

14
15 **UNITED STATES DISTRICT COURT**
16
17 **NORTHERN DISTRICT OF CALIFORNIA**

18 MEHDI RAVAN and ALI RAVAN,
19 Plaintiffs,
20
21 v.
22
23 AMERICAN MORTGAGE EXPRESS
24 CORP; BANK OF AMERICA HOME
25 LOANS SERVICING, L.P.; BANK OF
26 AMERICA CORPORATION; and DOES 1-
27 100, inclusive,
28 Defendants.

Case No. 3:11-CV-02371 EMC

29
30 **JOINT STIPULATION EXTENDING
31 DEFENDANTS' TIME TO RESPOND TO
32 COMPLAINT ; ORDER**

33
34 **[L.R. 6-1(a)]**

35
36 DATE ACTION FILED: APRIL 7, 2011
37 TRIAL DATE: NOT YET ASSIGNED

38
39 BRYAN CAVE LLP
40 Two EMBARCADERO CENTER SUITE 1410
41 SAN FRANCISCO, CA 94111-3907

STIPULATION

2 Defendants Bank of America, N.A., as successor by merger to BAC Home Loans
3 Servicing, L.P. and Bank of America Corporation (“Defendants”), and Plaintiffs Mehdi Ravan and
4 Ali Ravan (“Plaintiffs”), by and through their counsel of record, hereby stipulate and agree as
5 follows:

6 1. Defendant BAC Home Loans Servicing, L.P. removed this matter from Alameda
7 County Superior Court on May 13, 2011.

8 2. Plaintiffs and Defendants are in the process of discussing the informal resolution of
9 this matter.

10 3. In order to continue the current settlement discussions, reduce cost of litigation for
11 both parties, and potentially unburden the Court's docket, Plaintiffs grant Defendants an extension
12 to respond to their Complaint. Thus, instead of responding to the Complaint on September 16,
13 2011, the parties agree that Defendants' time to file and serve their response to the Complaint is
14 extended up to and including November 15, 2011. This stipulation will not alter any pre-existing
15 court event or deadline, and is submitted without a court order pursuant to Local Rule 6-1(a).

16 4. The stipulation will not result in prejudice to any party and its impact on judicial
17 proceedings is not expected to be significant.

18 5. Nothing in this stipulation shall constitute a waiver of any arguments or defenses
19 that Defendants or Plaintiffs may wish to assert in their pleadings, all of which are expressly
20 reserved.

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1 **IT IS SO STIPULATED.**

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3 Dated: September 13, 2011

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6 **MATRIX LAW FIRM, APC**
7 Reuben D. Nathan

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10 By: /s/ Reuben D. Nathan
11 Reuben D. Nathan
12 Attorney for Plaintiffs
13 MEHDI RAVAN and ALI RAVAN

14
15 Dated: September 13, 2011

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17
18 **BRYAN CAVE LLP**
19 C. Scott Greene
20 Alison V. Lippa
21 Joseph V. Quattrocchi

22 By: /s/ Joseph V. Quattrocchi
23 Joseph V. Quattrocchi
24 Attorneys for Defendants
25 BANK OF AMERICA, N.A. as successor by
26 merger to BAC HOME LOANS SERVICING,
27 L.P., AND BANK OF AMERICA
28 CORPORATION

18 **IT IS SO ORDERED:**

19
20 Edward M. Chen
21 U.S. District Judge

